BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly owned Government of Karnataka Undertaking)
Corporate Office, K.R. Circle, Bengaluru:560001

Volume-II

SECTION –GCC (GENERAL TERMS AND CONDITIONS)

ENQUIRY No. BESCOM/BC-50/GM(A&HR)/2570/01/2024-25

1.0 The General Manager (A&HR), Corporate Office, Ground Floor, K.R. Circle, Bengaluru-560001 on behalf of Bangalore Electricity Supply Company Limited, invites tender through **e-procurement portal (www.eproc.karnataka.gov.in) for availing of *Technical Assistant/IT Assistant/Engineer manpower services on Outsource basis to various offices of BESCOM.* on outsource contract basis for a period of One year.**

2.0 Minimum Qualification and knowledge required for Manpower:

Sl No	Name of the Manpower	Minimum Qualification required	Nos	Minimum Wages inclusive of VDA per month per person
1	***Technical Assistant/IT Assistant/Engineer***	Having the Engineering degree qualification in E&E/E&C/CS/IS/IT or equivalent with ONE year experience.	**15**	**Rs.25000/-**

i) The above Manpower personnel should work as per the directions of the Office Head.

ii) The above Manpower personnel should have the knowledge of reading and writing in Kannada

iii) The above Manpower personnel should be above 18 years.

iv) The bidder should reserve 17% of manpower to SC candidates, 7% of manpower to ST candidates, 33% for Women candidates.

3.0 The total requirements of **Manpower on contract basis to various offices of BESCOM may vary**. However such changes will be as per the provisions of KTPP Act.

4.0 Services Required by the BESCOM:

4.1 The Agency/bidder shall provide manpower services in BESCOM's premises as per the details given herein, or any other location as required by the BESCOM to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

4.2 The BESCOM shall pay the charges as agreed between the BESCOM and the Agency at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

4.3 The Agency/bidder shall provide manpower services in the BESCOM's premises to its entire satisfaction and it is the sole responsibility of the Agency/bidder that the work is executed in all respects in accordance with the Agency's obligations.

5.0 Agency's/bidder Obligations:

5.1 The Agency/bidder shall provide manpower services at BESCOM's premises as per Schedule of Work / Requirements which may be amended from time to time by the BESCOM during the Contractual period and it shall always form part and parcel of the Contract. The Agency shall abide by such assignments as provided by the BESCOM from time to time.

5.2 The Agency/bidder shall provide manpower services through its trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Agency/bidder only and the BESCOM shall not in any manner be liable and all statutory liabilities (such as ESI & EPF etc.) shall be paid for by the Agency.

5.3 The Agency/bidder shall be ready to provide the required number of manpower.

5.4 The Agency/bidder shall quote only the service charges in percentage (%).

5.5 The Agency/bidder shall submit to BESCOM, the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.

5.6 The Agency/bidder shall pay the statutory benefits like bonus, leave, relief etc.as per the labour norms as applicable to the employees and produce the details of payments of statutory benefits from time to time to its personnel to BESCOM.

5.7 The BESCOM shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Agency reserves the right to remove the any personnel with prior intimation to the BESCOM, emergencies exempted.

5.8 The Agency/bidder shall cover its personnel for personal accident and death while performing the duty and the BESCOM shall own no liability and obligation in this regard.

5.9 The Agency/bidder shall exercise adequate supervision to ensure proper performance of Manpower Services in accordance with Schedule of Requirements.

5.10 The Agency/bidder shall issue identity cards / identification documents to all its employees who will be instructed by the Agency to display the same.

5.11 The personnel of the Agency shall not be the employees of the BESCOM and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Agency shall make them known about this clause in writing before deployment under this agreement.

5.11.1 The Agency/bidder shall also provide at its own cost all statutory benefits or otherwise to its employees and the BESCOM shall not have any liability whatsoever on this account. The Agency shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force which is applicable.

5.11.2 The Agency/bidder shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. if applicable, proof of the same should be submitted by the Agency monthly to BESCOM.

5.11.3 The Agency/bidder shall submit a copy of wage sheet/salary slip showing monthly wages paid to its personnel to BESCOM.

5.11.4 Adequate supervision should be provided to ensure correct performance of the services in accordance with the prevailing requirements, agreed between both the parties.

5.11.5 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the BESCOM.

5.11.6 The Agency shall not employ any person below the age of 18 years.

5.11.7 Manpower so engaged shall be trained for providing services.

6.0 Agency's Personnel:

6.1 The Agency/bidder shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the work at BESCOM premises at the BESCOM site and in

sufficient number to undertake the responsibilities imposed upon the Agency under the Contract and to provide full attention for executing the work thereof.

6.2 The Agency/bidder shall submit its Organization Chart, showing therein the details of key personnel with their full contact details. The Agency/bidder shall also keep informing the BESCOM of any change in its organization or its personnel.

6.3 The personnel engaged by the Agency/bidder shall be dressed in neat and clean uniform (including proper ID cards).

6.4 The Agency/bidder personnel should have the Aadhaar Numbers and the same should be submitted by the agency along with the monthly bills.

7.0 Agency's Liability:

7.1 The Agency/bidder shall completely indemnify and hold harmless the BESCOM and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Agency or any of its employees engaged in the provision of the manpower services to the BESCOM.

7.2 The Agency/bidder shall not be liable in any way whatsoever and the BESCOM hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly: Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks. Consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Agency or any of its employees engaged in the provision of manpower Services to the BESCOM.

7.3 The Agency/bidder shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the Agency contravening this condition, BESCOM shall be entitled to place the contract elsewhere at the Agency's risk and cost, and the Agency shall be liable for any loss or damage, which the BESCOM may sustain in consequence or arising out of such replacing of the contract.

8.0 BESCOMs Obligations:

8.1 Except as expressly otherwise provided, the BESCOM shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the manpower Services are to be provided required to enable Agency's employees to carry out the Services.

8.2 The BESCOM shall comply with and fulfill the recommendations (if any), if deemed necessary, made in writing by the Agency in connection with the performance of the Services. The BESCOM shall notify the Agency of any dishonest, wrongful or negligent acts or omissions of the Agency's employees or agents in connection with the Services as soon as BESCOM becomes aware of them.

8.3 The BESCOM shall not be under any obligation for providing empanelment to any of the personnel of the Agency after the expiry of the contract. **The BESCOM does not recognize any employee, employer's relationship with any of the workers of the Agency.**

9.0 The contract agency, which is providing manpower services will be purely on outsource contract basis and the agency employees are not entitled to claim any permanency benefits from BESCOM.

10.0 The Agency/bidder shall ensure satisfactory standards by his staff posted as Manpower and loss to BESCOM caused due to negligence in duties, undesirable act, misbehavior and carelessness of its employees shall be borne by the Agency itself. In case, if the services are not up to the mark, such Manpower has to be replaced at the request of local officers by the Agency.

11.0 Agency/bidder shall take the responsibility of inspecting their employees on duty on regular basis by appointing one supervisor. Agency shall inspect from time to time and ensure satisfactory performance of the employees provided.

12.0 Selected personnel shall be issued a laminated I.D. affixing latest photograph with details of Name, EPF & ESI Account numbers, Aadhaar Number, designation, Name of the Agency, date of appointment, any other details etc by the agency and should be strictly worn by individual staff during office hours.

13.0 The Manpower engaged by the agency will be the Employees of Contract Agency and at any cost they will not be considered as employees of BESCOM.

14.0 In case of any accidents, injuries etc to the engaged staff of the agency, compensation shall be payable to the next kith and Kin by the contract agency only and BESCOM is not responsible in any way.

15.0 The Agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the Agency shall be responsible for penalties levied by the appropriate authority under the Act. The Agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc.,). Depositing of PF contribution as may be applicable is the responsibility of the Agency at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the Agency shall be held responsible.

16.0 The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the Agency. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The Agency shall not be entitled to any other allowances or benefits which are not included in the contract.

17.0 In case the Agency sub-contracts the tender to other contract agency, such Agency will be rejected by giving 7 days' notice. Any loss on account of such acts to BESCOM shall be borne by the agency itself.

18.0 The contract period is for a period of one year from the date of contract order. BESCOM reserves the right to extend the services for further period of one year on the same terms and conditions on good performance of service by the agency. In case of any unsatisfactory situations BESCOM has the right to cancel the order without giving any notice. Contract Agency and its employees have no right to disclose any Technical secrecy, Commercial secrecy and Social secrecy of BESCOM to others.

19.0 The bidder shall agree to BESCOM regulations and shall arrange to effectively carry out the social and other responsibilities. Staff of service provider shall not misbehave with Consumer or BESCOM permanent employees or officers nor shall cause any loss to BESCOM property. For any such lapses the bidder is solely held responsible.

20.0 The General Manager (A&HR), BESCOM has full right to accept or reject the offers.

21.0 The Agency shall arrange to pay applicable EPF, ESI, and GST in respect of the persons deployed in BESCOM directly to the respective Government/Central Government Departments at prevailing rates from time to time be paid directly by the agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to BESCOM along with the bills of succeeding month by Agency. Remittance of such amount is wholly the responsibility of the Agency.

22.0 The payment shall be restricted to the number of Manpower services availed during that particular month as certified by the Head of the office of BESCOM.

23.0 It is mandatory that the Agency shall arrange the payments to its employees within 5th day of every month irrespective of payment received from BESCOM.

24.0 Mode of payment

a) Payment will be made on monthly basis on submission of the bills by the agency along with the required details/documents to the concerned office.

b) The successful bidder/agency shall submit pre-receipted bill in duplicate with the certification of the concerned section/head of the office for satisfactory completion of the work for payment of remuneration of the availed manpower before 5th of the succeeding month along with the attendance register maintained by the agency.

c) The payment shall be restricted to the number of Manpower services availed during that particular month as certified by the concerned section/office head of the BESCOM.

d) Payment of bills will be made on monthly basis after effecting applicable deductions/recoveries.

e) It is mandatory that the agency should make the payment to its employees within 5th of every month irrespective of payment received from BESCOM.

f) The agency should produce bank statement of each employee as a proof for having paid the previous month salary and also produce salary slip of each employee with EPF,ESI code and deductions if applicable.

g) The agency should also produce attested copy of the challan paid consisting employee wise details of EPF, ESI paid with ECR sheet if applicable.

h) The agency should also produce attested copy of the GST paid during previous month to the respective Govt /Central authorities.

i) Each year during the month of December, Labour Welfare Fund has to be paid to the Karnataka Labour Welfare Board, The payment details pertaining to this has to be furnished in the next subsequent monthly bill.

25.0 In case the agency fails to fulfill the statutory requirement as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the contract and the agency will be blacklisted and forfeiting of the monthly bills and Performance security deposit.

26.0 All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.

a. Minimum Wages Act, 1948.
b. Payment of Wages Act, 1936.
c. Contract Labour (Regulation and Abolition) Act, 1970.
d. Employees PF and Miscellaneous Provision Act, 1952.
e. Employees State Insurance Act, 1948.
f. Workmen's Compensation Act
g. Gratuity/Bonus Act and related all Labourers Law and Rules pertaining to labourers.

Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself.

27.0 Any default in compliance, the Agency shall be held responsible.

28.0 Variation in statutory payments:

Any increase in the minimum wages, taxes, statutory payments etc., will be borne by BESCOM and in case of decrease in taxes and statutory payments the difference shall be passed on to BESCOM by the Agency.

29.0 Agreement:

The successful bidder shall furnish an agreement on Rs.500/- stamp paper in the prescribed format within 15 days from the date of Letter of Intent. The Successful bidder shall also furnish the details of Employees name, EPF/ESI Account Number if applicable, Aadhaar number if available within fifteen days from the date of issuing of contract order. If ESI, EPF of agency's employees Account number is not available, the same shall be submitted to billing section within 30 days from the date of contract order, failing which the award will be cancelled and the bidder is liable to be blacklisted apart from forfeiting EMD.

30.0 Validity:

The validity of this offer shall not be less than **90 days** from the date of Bid opening. This shall be clearly stated in the Bid.

31.0 In case of unforeseen conditions, the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

32.0 The Company reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

33.0 Any discount/rebate offered on whatever account shall be indicated for the specific purpose/quantities for which the same is intended otherwise the discount/rebate offered will not be considered while comparing quoted prices.

34.0 Whatever, may be the conditions specified or indicated in the order is only the conditions indicated in the order. Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

35.0 SECURITY DEPOSIT:

a) The bidder shall pay Security Deposit towards due performance of the Contract in the form of Demand Draft equal to **5% of the total contract value.** Alternatively, the successful bidder may furnish Bank Guarantee issued from Nationalized Banks/ Scheduled Banks equivalent to 5% of contract value covering contract period.

b) The Security deposit **shall be paid within two weeks from the date of the contract order** or shall be along with the acknowledgement for having received the Contract order whichever is earlier. **The Bank Guarantee need to be obtained with 90 days claim period.**

c) In case the Agency fails to furnish the required Security Deposit within the prescribed date, the Earnest Money Deposit will be forfeited and the Contract Order will also be cancelled.

d) The Security Deposit will be discharged without any interest at the end of successful completion of Contract period.

36.0 Penalty:

36.1 The Agency shall disburse salary to its deployed manpower latest by 5th of every month, failing which penalty at the rate of half percentage per week up to maximum of 10% will be imposed on the monthly bills.

36.2 In case the Agency fails to comply the terms and conditions as per the contract order the Security Deposit/ Performance Bank Guarantee will be forfeited and Bank guarantee will be encashed. The BESCOM will have the power to appoint any other agency for the manpower services at the risk and cost of the Agency.

36.3 In case the Agency fails to fulfill the minimum statutory requirements (ESI/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the **Agency is liable to be blacklisted by the BESCOM,** in addition to forfeiting of the monthly bills and Performance Security Deposit.

36.4 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring manpower services in the event of Agency failing to provide requisitioned number of manpower, the BESCOM shall make deductions at double the rate of hiring rate on pro rata basis from the bills preferred by the Agency or that may become due to the Agency under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the BESCOM.

37.0 Dispute:

In the event of any dispute or difference arising under this contract agreement or that which may arise in future will be solved by taking recourse to mutual settlement failing which this shall refer the same to the **Managing Director, Corporate Office, BESCOM, K.R.Circle, Bengaluru-01** whose decision shall be final and binding on both the parties to this contract. Further any unsettled dispute will be subject to appropriate courts in Bengaluru jurisdiction and In case of any dispute between the Agency and the engaged personnel, BESCOM will not be a party and this has to be settled by the Agency itself at its own cost.

38.0 TERMINATION FOR CONVENIENCE:

BESCOM may, by written notice sent to the Agency, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify the termination is for BESCOM's convenience, the extent to which providing manpower services under the contract is terminated and the date upon which such termination is effective.

The Agency upon receipt of such notice shall discontinue for providing manpower services on the date and to the extent specified in the notice,

39.0 TERMINATION OF CONTRACT:

BESCOM may without prejudice to any other remedy for breach of Contract by 15 days written notice of default sent to the Service Provider , terminate the Contract in whole or in part.

a) If the Service Provider fails to provide the service within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.
b) If the Agency fails to perform any other obligation(s) under the Contract.

Sd/-
General Manager (A & HR)
BESCOM